

# CITY OF BREMERTON



## PURCHASE ORDER & CLAIM

**BILL AND SHIP TO:**

CITY OF BREMERTON  
FIRE DEPARTMENT ADMINISTRATION  
817 PACIFIC AVENUE  
BREMERTON, WA 98337

THIS SPACE FOR CITY  
USE ONLY.

**ORDERING**

**DEPARTMENT:**

Check Here if This  
is Final Payment.

**PURCHASE ORDER  
NUMBER**

20025

THIS NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES,  
AND CORRESPONDENCE.

**CANCELLED**

**VENDOR**

00015922  
BUCKLEY RECYCLE, INC  
P.O. BOX 2330  
BUCKLEY, WA 98321



PURCHASING DIVISION  
239 FOURTH STREET  
BREMERTON, WA 98337-1806  
(360) 478-5293  
FAX (360) 478-5200

DATE OF ORDER	REQUISITION NUMBER	PHONE NUMBER	PAGE
01/14/02			1

QUANTITY	UNIT	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
1		CONTRACT FOR SESKO NUISANCE ABATEMENT PROJECT PER AGENDA BILL #01-255 AND APPROVED BY COUNCIL ON NOVEMBER 7, 2001	158571.6900	158,571.69
TOTAL PURCHASE ORDER				158,571.69

CHARGE	PROJECT	AMOUNT
524.6064-54910	64010-54910	158,571.69
TOTAL PURCHASE ORDER		158,571.69

### CONDITIONS OF PURCHASE ON REVERSE

**FOR CITY USE ONLY BELOW THIS LINE**

**CERTIFICATION:** The undersigned certifies under penalty of perjury that the materials have been furnished, the services rendered or labor performed as herein described and that the claim is just, due and an unpaid obligation against the CITY OF BREMERTON and that the undersigned is authorized to authenticate and certify to said claim.

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

ORDERED FOR THE CITY OF BREMERTON

BY

*William Lee*

VOID UNLESS SIGNED

CITY IS AN EQUAL OPPORTUNITY EMPLOYER

BREMERTON-004505

## CONDITIONS OF PURCHASE

1. Void unless signed by Purchasing Officer.
2. For the purposes of compliance with the Hazardous Communications Act (WAC 296-62-054 through 296-62-05425), Material Safety Data Sheets must accompany all deliveries of substances containing warning labels.
3. Contractor shall comply with all Federal, State and local laws, ordinances and regulations applicable to this Purchase Order and prices. Public works projects require compliance with RCW 39.04, 39.12 AND WAC 296-127-101, 011, 025, 040, and 045.
4. Businesses participating in the City's procurement process may be required to demonstrate compliance with the Environmental Protection Agency Resource Conservation and Recovery Act (RCRA) and the Washington State Solid Waste Act (WAC 70.95).
5. Vendor should identify clearly any material(s) which constitute "(valuable) formulae, designs, drawings and research data" so as to be exempt from public disclosure; RCW 42.17.310.
6. Acceptance of this Purchase Order by Vendor shall be construed and interpreted in accordance with the laws of the State of Washington and, in the event of dispute, the venue of any action brought hereunder shall be in Kitsap County Superior Court.
7. Vendors to the City shall acquire and/or possess a current City of Bremerton Business License and any other licenses and permits which may be required to fulfill the obligations of sale. B&O taxes shall be paid when due and contractor will agree to assign any payments due to the City Clerk for payment of such taxes which may have been declared delinquent.
8. All merchandise shipped against this order must meet all Federal, State, OSHA, WISHA and/or all other safety specifications and regulations where applicable, at date of shipment.
9. City reserves the right to return at seller's expense, merchandise furnished if not as specified or represented.
10. No allowance will be made for packaging or crating unless stated herein.
11. All pricing is F.O.B. destination.
12. Title and risk of loss of goods shall not pass to City until City actually receives, accepts, and takes possession of goods at point of delivery.
13. Receiving will be accepted as final and conclusive on all shipments whether accompanied by a packing slip or not.
14. Invoice in duplicate.
15. Seller agrees to defend, save harmless and indemnify the City of Bremerton, its agents and employees from any loss, cost or damage by reason of personal injury or property damage of whatsoever nature of kind arising out of or as a result of seller's performance of this Agreement or for a breach of warranty by Seller either expressed or implied.
16. No change in price or specifications may be made without prior authorization of City Purchasing Officer.
17. Unless otherwise stated, days as used herein for delivery or payment shall be understood to mean calendar days.
18. Products provided in response to this Purchase Order must be warranted to be merchantable within the meaning of the Universal Commercial Code. Furthermore, Vendor warrants s/he has reviewed the specifications, understands the intended use of the products and warrants that all materials furnished will be free from defects in materials and workmanship and will conform to the requirements of the contract.
19. Vendor shall perform all work and furnish all labor, tools, materials and equipment directly and incidental to the manufacture and delivery of supplies, materials and/or services specified on the Purchase order.
20. City agrees to pay vendor upon acceptance by the City and presentation of invoice to City by Vendor.
21. The rights and obligations established by this Agreement, except receipt of payment, may not be assigned without the written consent of the City.
22. By acceptance of this purchase order, seller accepts all terms and conditions.
23. The City of Bremerton is an Affirmative Action, Equal Opportunity Employer Agency and requires that Vendor's employment and purchasing practices are without regard to race, creed, color, national origin, sex, age, disability or marital status.